

EXHIBIT A

(Settlement Agreement)

**THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

EXIDE TECHNOLOGIES, ET AL.,

Debtors.

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) Chapter 11 Case No.
) 02-11125 (KJC)
) Jointly Administered
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SETTLEMENT AGREEMENT

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re:)	
)	Chapter 11 Case No.
EXIDE TECHNOLOGIES, ET AL.,)	02-11125 (KJC)
)	Jointly Administered
Debtors.)	
)	
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SETTLEMENT AGREEMENT

WHEREAS Exide Technologies, Exide Delaware, L.L.C., Exide Illinois, Inc. and RBD Liquidation, L.L.C. ("Original Debtors") filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") voluntary petitions for relief under Title 11 of the United States Code (the "Bankruptcy Code") on April 15, 2002 (the "Petition Date"). On November 21, 2002, Dixie Metals Company and Refined Metals Corporation ("Additional Debtors"), each an affiliate of the Original Debtors, filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Bankruptcy Court entered an order consolidating the cases of the Original Debtors and the Additional Debtors (the "Chapter 11 Cases") for administrative purposes on November 29, 2002;

WHEREAS, on April 22, 2003 and August 12, 2003, the United States, on behalf of the Environmental Protection Agency (as defined below) ("EPA"), and on behalf of the National Oceanic and Atmospheric Administration ("NOAA"), filed and supplemented a Proof of Claim

(as defined below), pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., for response costs incurred by the United States in connection with numerous Superfund sites and for natural resource damages at two Superfund sites;

WHEREAS, the Debtors dispute the EPA and NOAA Proof of Claim;

WHEREAS, Debtors have represented that, after conducting a good faith, diligent inquiry the Debtors at this time do not have knowledge of any insurance policies covering the matters resolved herein;

WHEREAS, the United States Department of Justice notified the Department of the Interior, Department of Agriculture, and National Oceanic and Atmospheric Administration of the Exide bankruptcy before the general claims bar date of April 23, 2003;

WHEREAS, the parties hereto, without admission of liability by any party, desire to settle, compromise and resolve the Claims asserted in the Proof of Claim;

WHEREAS, the parties hereto have agreed to establish, pursuant to Section VI (Treatment of Additional Sites) of this Settlement Agreement a procedure for resolving certain liabilities under CERCLA and RCRA in the future, and have agreed to various provisions related to Work Consent Decrees (as defined herein), Work Orders (as defined herein), and Debtor-Owned Sites (as defined herein);

WHEREAS, in consideration of, and in exchange for, the promises and covenants herein, including, without limitation, the covenants not to sue set forth in Paragraphs 20, 22, and 27, and subject to the provisions of Paragraphs 7-11, 25, 26, and 32-34, intending to be legally bound

hereby, the Debtors and the United States on behalf of EPA and NOAA hereby agree to the terms and provisions of this Settlement Agreement;

WHEREAS, settlement of the matters governed by this Settlement Agreement is in the public interest and an appropriate means of resolving these matters;

NOW, THEREFORE, without the admission of liability or any adjudication on any issue of fact or law, and upon consent and agreement of the parties to this Settlement Agreement by their attorneys and authorized officials, it is hereby agreed as follows:

I. DEFINITIONS

1. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in CERCLA or RCRA or in regulations promulgated under CERCLA or RCRA shall have the meaning assigned to them in CERCLA or RCRA or in such regulations. In this Agreement, the following terms shall have the following meanings:

A. "Additional Debtors" means Dixie Metals Company and Refined Metals Corporation, as debtors, debtors in possession, or reorganized debtors.

B. "Additional Sites" means all sites and properties, including, without limitation, all facilities, as the term facility is defined in CERCLA, other than the Liquidated Sites, NRD Sites, Debtor-Owned Sites, Work Consent Decree Sites, and Work Order Sites. An "Additional Site" shall be construed to include (i) for those sites now or hereafter included on the NPL, all areas of a site as defined by EPA for purposes of the NPL, including any later expansion of such site as may be determined by EPA, and any affected natural resources, and (ii) for those sites or portions of sites not included on the NPL, all areas and natural resources affected or potentially affected by the release or threatened release of hazardous substances.

C. "Allowed Claim" against Exide Technologies means an allowed Class P4-A General Unsecured Non-Priority Claim as defined in the Joint Plan of Reorganization, and against any other Debtor, including Refined Metals Corporation, means an allowed Class S4 General Unsecured Non-Priority Claim as defined in the Joint Plan of Reorganization.

D. "CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as now in effect or hereafter amended.

E. "Claim" has the meaning provided in Section 101(5) of the Bankruptcy Code. Where the word "claim" is used without capitalization, it shall refer to a demand for any form of legal relief and is not limited by the definition in Section 101(5) of the Bankruptcy Code.

F. "Debtors" means the Original Debtors and the Additional Debtors, collectively.

G. "Debtor-Owned Sites" means any properties or sites, or any portions thereof, owned by any of the Original Debtors on the Petition Date and any properties or sites, or any portions thereof, owned by any of the Additional Debtors at the time of filing their petition on November 29, 2002.

H. "EPA" means the United States Environmental Protection Agency or any legal successor thereto.

I. "Effective Date" means the date on which this Settlement Agreement becomes effective in accordance with Paragraph 33 of this Agreement.

J. "Effective Date of the Joint Plan of Reorganization" means May 5, 2004.

K. "Exide Technologies" or "Exide" means Exide Technologies, a Delaware corporation which is an Original Debtor, a debtor in possession, and a reorganized debtor.

L. "Joint Plan of Reorganization" or "Joint Plan" means the Plan of Reorganization approved by the Bankruptcy Court on April 21, 2004.

M. "Liquidated Sites" means the following Superfund Sites:

1. Hamburg Lead Superfund Site, Hamburg, Berks County, PA (03BH);
2. Hamburg Rail Cut Superfund Site, Hamburg, Berks County, PA (A3H6);
3. Hamburg Port Clinton Avenue Superfund Site, Hamburg, Berks County, PA (A3J4);
4. Hamburg Peach Alley Parking Lot Superfund Site, Berks County, Hamburg, PA (A3V1);
5. Hamburg Kaercher Creek Superfund Site, Hamburg and Windsor Township, Berks County, PA (A3H8);
6. Hamburg Mill Creek Superfund Site, Hamburg and Windsor Township, Berks County, PA (A3H7);
7. Hamburg Pleasant Hills Trailer Park Superfund Site, Hamburg, Berks County, PA (A3H2);
8. Hamburg Ambulance Garage Superfund Site, Hamburg, Berks County, PA (A3H5);
9. Hamburg South Canal Superfund Site, Hamburg, Berks County, PA (A3J2);
10. Non-Debtor-Owned Portions of the Price Battery Superfund Site, Hamburg, Berks County, PA (A3E2);
11. Brown's Battery Breaking Superfund Site, Tilden Township, Berks County, PA (03-84);

12. ESB Superfund Site, Atlanta, Fulton County, GA (A4AB);
13. Raleigh Street Dump Superfund Site, Tampa, Hillsborough County, FL (A4J7);
14. Ross Metals Superfund Site, Rossville, Fayette County, TN (O4RO);
15. Still Meadow Battery Superfund Site, Valrico, Hillsborough County, FL (O4A2);
16. Magic Marker/Gould Battery Superfund Site, Trenton, Mercer County, NJ;
17. Bowers Battery Superfund Site, New Philadelphia, OH (B5S9);
18. Puente Valley Operable Unit of the San Gabriel Valley Superfund Sites, Area 4, Industry, Los Angeles County, CA (O98V);
19. Operating Industries Superfund Site, Monterey Park, Los Angeles County, CA (O958);
20. Hamburg Old Gas Station Superfund Site, Hamburg, Berks County, PA (A3ER);
21. Hamburg Schappelle Road Superfund Site, Hamburg, Berks County, PA (A3EG).

A "Liquidated Site" shall be construed to include (i) for those sites now or hereafter included on the NPL, all areas of a site as defined by EPA for purposes of the NPL, including any later expansion of such site as may be determined by EPA, and any affected natural resources, and (ii) for those sites or portions of sites not included on the NPL, all areas and natural resources affected or potentially affected by the release or threatened release of hazardous substances.

N. "NOAA" means the National Oceanic and Atmospheric Administration of the United States Department of Commerce of the United States of America or any legal successor thereto.

O. "NPL" means the National Priorities List, 40 C.F.R. Part 300.

P. "NRD Sites" means the NL Industries, Inc. Superfund Site in Pedricktown, Salem County, New Jersey and the Custom Distribution Services Site in Perth Amboy, Middlesex County, New Jersey. A "NRD Site" shall be construed to include all areas of a site as defined by EPA for purposes of the NPL, including any later expansion of such site as may be determined by EPA, and any affected natural resources, and (ii) for those sites or portions of sites not included on the NPL, all areas and natural resources affected or potentially affected by the release or threatened release of hazardous substances.

Q. "Original Debtors" means Exide Technologies, Exide Delaware, L.L.C., Exide Illinois, Inc. and RBD Liquidation, L.L.C. as debtors, debtors-in-possession, or reorganized debtors.

R. "Pre-petition" with respect to the Original Debtors refers to the time period on or prior to April 15, 2002, and with respect to the Additional Debtors refers to the time period on or prior to November 29, 2002.

S. "Post-petition" with respect to the Original Debtors refers to the time period from and after April 15, 2002, and with respect to the Additional Debtors refers to the time period from and after November 29, 2002.

T. "Proof of Claim" means the proofs of claim (Claim Numbers 3446, 6256, and 6257) filed by the United States, together with any amendments, supplements or related filings (including, but not limited to, Claim Number 6432).

U. "RCRA" means the Resource Conservation and Recovery Act, sometimes also referred to as the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as now in effect or hereafter amended.

V. "Settlement Agreement" means this document.

W. "United States" means the United States of America, including EPA and NOAA, and all of the United States' agencies, departments and instrumentalities.

X. "Work Consent Decrees" means the judicial Consent Decrees identified in Appendix A to this Settlement Agreement. A Consent Decree which has been stricken from the list in Appendix A pursuant to paragraph 7 shall be deemed never to have been included on the list of Work Consent Decrees and shall be deemed satisfied or resolved as between the United States and Debtors.

Y. "Work Orders" means the Administrative Orders identified in Appendix B to this Settlement Agreement.

II. JURISDICTION

2. The Bankruptcy Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

III. PARTIES BOUND; SUCCESSION AND ASSIGNMENT

3. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the United States on behalf of EPA and NOAA, and the Debtors, and the Debtors' legal successors and assigns. The estates of the Debtors have not been consolidated, substantively or otherwise. Nothing in this Settlement Agreement shall be construed to require any Debtor to assume responsibility for the obligations of any other Debtor.

IV. ALLOWANCE OF CLAIMS

4. The United States, on behalf of EPA, shall have a total Allowed Claim against Exide in the amount of \$61,448,278, which includes each of the Liquidated Sites identified below in each of the amounts specified:

- A. Hamburg Lead Superfund Site, Hamburg, Berks County, PA - \$9,200,000
- B. Hamburg Rail Cut Superfund Site, Hamburg, Berks County, PA - \$1,500,000
- C. Hamburg Port Clinton Avenue Superfund Site, Hamburg, Berks County, PA - \$2,000,000
- D. Hamburg Peach Alley Parking Lot Superfund Site, Hamburg, Berks County, PA - \$441,000
- E. Hamburg Kaercher Creek Superfund Site, Hamburg, Berks County, PA - \$4,500,000
- F. Hamburg Mill Creek Superfund Site, Hamburg and Windsor Township, Berks County, PA - \$100,000
- G. Hamburg Pleasant Hills Trailer Park Superfund Site, Hamburg, Berks County, PA - \$175,000
- H. Hamburg Ambulance Garage Superfund Site, Hamburg, Berks County, PA - \$61,000
- I. Hamburg South Canal Superfund Site, Hamburg, Berks County, PA - \$20,000
- J. Non-Debtor-Owned Portions of the Price Battery Superfund Site, Hamburg, Berks County, PA - \$30,000,000
- K. Brown's Battery Breaking Superfund Site, Tilden Township, Berks County, PA - \$6,548,000
- L. ESB Superfund Site, Atlanta, Fulton County, Georgia - \$2,500,000

- M. Raleigh Street Dump Superfund Site, Tampa, Hillsborough County, FL - \$2,750,000
- N. Ross Metals Superfund Site, Rossville, Fayette County, TN - \$306,000
- O. Still Meadow Battery Superfund Site, Valrico, Hillsborough County, FL - \$76,231
- P. Magic Marker/Gould Battery Superfund Site, Trenton, Mercer County, NJ
At this Site, although the United States has incurred response costs, the Allowed Claim shall be \$0. With respect to this Site, the terms of the settlement between the Parties are set forth in the (1) Stipulation Between the United States and Exide Technologies Regarding Magic Marker Site and Proof of Claim and (2) Stipulation Between Gould Electronics Inc. and Exide Technologies Regarding Proof of Claim, filed in the Bankruptcy Court on September 28, 2007 (Docket Nos. 6003 and 6004). Nothing in this Settlement Agreement shall be deemed to alter or supersede those Stipulations.
- Q. Bowers Battery Superfund Site, New Philadelphia, OH - \$229,749
- R. Puente Valley Operable Unit of the San Gabriel Valley Superfund Sites, Area 4, Industry, Los Angeles County, CA - \$295,680 for the Exide Facility at the Puente Valley Site

Puente Valley Operable Unit of the San Gabriel Valley Superfund Sites, Area 4, Industry, Los Angeles County, CA - \$23,461 for the GNB Facility (14500 Nelson Ave, City of Industry) at the Puente Valley Site. This figure only represents Exide's share of past costs. Future response costs for this claim have been paid pursuant to the *U.S. v. Creficon Industries, et al.* Civil Consent Decree, (C.D. CA.). Nothing in this Settlement Agreement shall be construed to negate or otherwise affect in any way the consent decree in *U.S. v. Creficon Industries, et al.*
- S. Operating Industries Superfund Site, Monterey Park, Los Angeles County, CA - \$372,111
- T. Hamburg Old Gas Station Superfund Site, Hamburg, Berks County, PA - \$241,522
- U. Hamburg Schappell Road Superfund Site, Hamburg, Berks County, PA - \$108,524

5. The United States, on behalf of NOAA, shall have a total Allowed Claim against Exide of \$6,151,400, which includes each of the NRD Sites identified below in each of the amounts specified:

- A. NL Industries, Inc. Superfund Site, Pedricktown, Salem County, New Jersey - \$5,750,000
- B. Custom Distribution Services Superfund Site, Perth Amboy, Middlesex County, New Jersey - \$401,400

6. A. With respect to the Allowed Claim against Exide for Response Costs for each specific Liquidated Site as set forth in Paragraph 4, above, only the amount of net cash received by EPA on account of any non-cash distributions from the Debtors under this Settlement Agreement for the Allowed Claim for a particular site, and not the total amount of the Allowed Claim, shall be credited by EPA to its account for a particular site, which credit shall reduce the liability of non-settling potentially responsible parties ("PRPs") for the particular site by the amount of the credit. The foregoing shall not be construed as a limitation on the Debtors' settlement of the EPA claim, the Covenants Not To Sue in Paragraphs 20 and 22 of this Settlement Agreement, nor as a limitation on the contribution protection provision in Paragraph 28 of this Settlement Agreement.

B. With respect to the Allowed Claim against Exide for natural resource damages for each of the two NRD Sites as set forth in Paragraph 5, above, only the amount of net cash received by NOAA on account of any non-cash distributions from the Debtors under this Settlement Agreement for the Allowed Claim for a particular site, and not the total amount of the Allowed Claim, shall be credited by NOAA to its account for a particular site, which credit shall reduce the liability of non-settling potentially responsible parties ("PRPs") for the particular site

by the amount of the credit. The foregoing shall not be construed as a limitation on the Debtors' settlement of the NRD claims, the Covenants Not To Sue in Paragraphs 20 and 22 of this Settlement Agreement, nor as a limitation on the contribution protection provision in Paragraph 28 of this Settlement Agreement.

V. COMPLIANCE WITH WORK CONSENT DECREES

7. Notwithstanding any other provisions of this Settlement Agreement, including, but not limited to, Paragraphs 4 and 5 (Allowance of Claims), Paragraphs 12-14 (Treatment of Additional Sites), and Paragraph 20 (United States' Covenant Not to Sue), the Debtors that are parties to the Work Consent Decrees shall comply with all obligations of the Debtors under the Work Consent Decrees. Except as specifically provided in this paragraph, the Debtors' obligations under the Work Consent Decrees shall not be impaired in any way by the Chapter 11 Cases, confirmation of the Joint Plan of Reorganization, or this Settlement Agreement. The parties agree that the United States will not seek civil or stipulated penalties from Debtors for any alleged days of violation by the Debtors of any of the Work Consent Decrees that occurred before the date Exide signs this Settlement Agreement. The parties further agree that, with respect to any Work Consent Decree that includes one or more parties in addition to Exide that have ongoing work obligations to the United States under such Work Consent Decree, Exide may seek to resolve any obligations it has to the other parties in connection with the Work Consent Decree. If Exide provides the United States with a binding agreement that settles or resolves Exide's obligations to such parties (or to the group representative of potentially responsible parties in those instances where such a group exists) under any Work Consent Decree, then the United States and Exide will file papers with the district court to modify that Work Consent Decree to

remove Exide as a party to that particular Work Consent Decree. Exide's obligations thereunder shall be deemed satisfied or resolved upon Exide's compliance with the agreement that settles or resolves Exide's obligations to the other parties to that Work Consent Decree and it shall be stricken from the list in Appendix A of this Settlement Agreement.

8. With the exception of any consent decrees providing for work with respect to Debtor-Owned Sites, the Work Consent Decrees shall be the only Pre-petition work consent decrees that shall have continued effect under this settlement and the Joint Plan and Order confirming the Reorganization of the Debtors, and any obligations of the Debtors to the United States under any other Pre-petition work consent decrees under CERCLA that are not listed in Appendix A shall be deemed satisfied or resolved as between the United States and Debtors.

VI. COMPLIANCE WITH WORK ORDERS

9. Notwithstanding any other provisions of this Settlement Agreement, including, but not limited to, Paragraphs 4 and 5 (Allowance of Claims), Paragraphs 12-14 (Treatment of Additional Sites), and Paragraph 20 (United States' Covenant Not to Sue), the Debtors that are parties to the Work Orders shall comply with all obligations of the Debtors under the Work Orders. The Debtors' obligations under the Work Orders shall not be impaired in any way by the Chapter 11 Cases, confirmation of the Joint Plan of Reorganization, or this Settlement Agreement. Nothing in this Paragraph 9 shall be deemed to modify the Debtors' rights against, or obligations or defenses of the Debtors to any third parties under any agreements the Debtors have with third parties with respect to the purchase and sale transaction for the real property at Allene Avenue in Fulton County, Georgia, which is the subject of the Administrative Order on Consent for ESB Superfund Site (Docket No. CERCLA 04-2004-3752). The parties agree that

the United States shall not seek stipulated or civil penalties from the Debtors for alleged violations by the Debtors of any Work Orders that occurred before the date Exide signs this Settlement Agreement.

10. With the exception of any work orders providing for work with respect to Debtor-Owned Sites, the Work Orders shall be the only Pre-petition work orders that are deemed to have continued effect under this settlement and the Joint Plan and Order confirming the Reorganization of the Debtors, and any obligations of the Debtors to the United States under any Pre-petition work orders under CERCLA not listed in Appendix B to this Settlement Agreement shall be deemed satisfied or resolved as between the United States and Debtors.

VII. NON-DISCHARGEABILITY/DEBTOR-OWNED SITES

11. The following claims of or obligations to the United States shall not be discharged pursuant to this Settlement Agreement or Section 1141 of the Bankruptcy Code by the confirmation of the Joint Plan of Reorganization, nor shall such claims or obligations be impaired or affected in any way in the Chapter 11 Cases or by the confirmation of the Joint Plan of Reorganization:

A. With respect to any Debtor-Owned Sites:

(i) Claims against the Debtors by the United States under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of response costs incurred Post-petition with respect to response action taken at a Debtor-Owned Site, including such response action taken to address hazardous substances that have migrated from a Debtor-Owned Site to a proximate location, except that the United States shall not seek, pursuant to this Paragraph 11.A.(i), to recover from Debtor response costs incurred by EPA in connection with a response action to address the Pre-

petition migration of hazardous substances from the Debtor-Owned Portions of the Price Battery Site and the ESB Site to the Non-Debtor-Owned portions of those Sites if Debtors have timely complied with the requirements of Paragraphs 4 and 18 of this Settlement Agreement and are in compliance with the *Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study, In the Matter of: Price Battery Superfund Site, Borough of Hamburg, Berks County, Pennsylvania*, CERCLA Docket No. CERC-03-2007-0116 DC, and the *Administrative Order on Consent for Removal Action, In the Matter of ESB, Inc. Superfund Site, Atlanta, Fulton County, Georgia*, CERCLA Docket No. CER-04-2004-3752.

(ii) Actions against the Debtors by the United States under CERCLA or RCRA seeking to compel the performance of a Removal Action, Remedial Action, Corrective Action, Closure or any other cleanup action at a Debtor-Owned Site, including actions to address hazardous substances that have migrated from a Debtor-Owned Site to a proximate location, except that the United States shall not seek, pursuant to this Paragraph 11.A.(ii), to compel the performance of a Removal Action, Remedial Action, Corrective Action, Closure or other cleanup action at the Non-Debtor-Owned Portions of the Price Battery Site if Debtors have timely complied with the requirements of Paragraphs 4 and 18 of this Settlement Agreement and are in compliance with the *Administrative Settlement Agreement and Order on Consent for Remedial Investigation/Feasibility Study, In the Matter of: Price Battery Superfund Site, Borough of Hamburg, Berks County, Pennsylvania*, CERCLA Docket No. CERC-03-2007-0116 DC;

(iii) Claims against the Debtors by the United States under Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of natural resource damages for Post-petition injury, which arises either as a result of Post-petition releases or ongoing releases of hazardous substances at or which migrate from a Debtor-Owned Site;

(iv) Claims against the Debtors by the United States for recovery of civil penalties for violations of law resulting from Post-petition conduct of the Debtors at Debtor-Owned Sites. As used in this Paragraph 11, "Post-petition conduct" shall not include a failure to satisfy or comply with any Pre-petition liability or obligations, or to pay a claim, except as required by or resulting from the terms of the Joint Plan of Reorganization, any provision of this Settlement Agreement, or the Order confirming the Joint Plan.

(v) The parties agree that "migration" as used in this Paragraph 11.A shall not include Pre-petition deposition of lead by air on non-Debtor-owned property from lead smelters on Debtor-Owned property in circumstances where the smelters permanently ceased operating on or before the Petition Date.

B. With respect to any Liquidated Site, NRD Site, or Additional Site, this Settlement Agreement does not address the Debtors' Post-petition conduct which would give rise to liability (if any) under Sections 106 and 107(a)(1)-(4) of CERCLA, 42 U.S.C. § 9606 and 9607(a)(1)-(4), or under Section 7003 of RCRA, 42 U.S.C. § 6973, and the United States and the Debtors reserve all rights and defenses they may have with respect to such Post-petition conduct. Nothing in this Settlement Agreement shall affect or limit such rights and defenses.

C. The United States may pursue enforcement actions or proceedings under applicable law with respect to the claims and obligations of the Debtors to the United States under the foregoing subparagraphs A and B in the manner, and by the administrative or judicial tribunals, in which the United States could have pursued enforcement actions or proceedings if the Chapter 11 Cases had never been commenced. The Debtors reserve the right to assert any and all defenses and counterclaims available to them under applicable law with respect to any claims and obligations of the Debtors to the United States under subparagraphs A and B that are asserted by the United States, except for any alleged defense of discharge of liabilities provided under the Bankruptcy Code, the Joint Plan, or the Order confirming the Joint Plan. The United States reserves all of its rights with respect to any defenses or counterclaims asserted by the Debtors under this subparagraph C.

D. As used in this Paragraph 11, the term Debtor applies only to the Debtor or successor or assign that owns the property.

VIII. TREATMENT OF ADDITIONAL SITES

12. A. With respect to all Additional Sites, all liabilities and obligations of Exide to the United States under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9607 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, arising from Pre-petition acts, omissions or conduct of Exide or its predecessors, including without limitation the Pre-petition generation, transportation, disposal or release of hazardous wastes or materials or the Pre-petition ownership or operation of hazardous waste facilities, shall be treated as follows: the United States shall receive no distributions in the Chapter 11 Cases with respect to such liabilities and obligations, but Exide shall be required to pay the United States such amounts as are provided for in

Paragraphs 12 and 13 of this Agreement and no additional amounts, unless otherwise provided in a future settlement agreement or consent decree. If and when the United States undertakes enforcement activities in the ordinary course with respect to any Additional Sites, the United States may seek a determination of the liability, if any, of Exide, and may seek to obtain a judgment of liability of Exide or may enter into a settlement with Exide in the manner and before the administrative or judicial tribunal in which the United States' claims would have been resolved or adjudicated if the Chapter 11 Cases had never been commenced. However, any settlement or judgment reached pursuant to this Paragraph 12 of this Settlement Agreement shall be paid in accordance with the provisions of Paragraph 13 of this Settlement Agreement. The United States and Exide will attempt to settle each liability or obligation asserted by the United States against Exide under Paragraph 12.A or presented by Exide to the United States pursuant to Paragraph 12.B, relating to the Additional Sites on a basis that is fair and equitable under the circumstances, including consideration of settlement proposals made to other PRPs (for sites where there are other PRPs) who are similar to Exide in the nature of their involvement with the site, but nothing in this sentence shall create an obligation of the United States that is subject to judicial review. The aforesaid resolution or adjudication of liability may occur notwithstanding the terms of the Joint Plan of Reorganization, the Order confirming the Joint Plan of Reorganization, or the terms of any order entered to effectuate the discharge received by Exide. In any action or proceeding with respect to the Additional Sites, Exide and the United States reserve any and all rights, claims, and defenses they would have been entitled to assert had the claim been adjudicated in the ordinary course or during the course of the Chapter 11 Cases, including, without limitation, any argument that joint and several liability should or should not be

imposed upon Exide. Nothing herein shall be construed to limit the Parties' rights to assert any and all rights, claims and defenses they may have in actions or proceedings involving other parties with respect to Additional Sites.

B. In the event of a claim by any party other than the United States against Exide under CERCLA or RCRA relating to an Additional Site at which the United States is involved, Exide may notify the United States Department of Justice and EPA in writing of any such claim and Exide may seek to resolve its potential liability to the United States under CERCLA for the Additional Site by making a settlement offer to the United States. The United States shall have sixty (60) days from the date of receipt of the notice required by this Paragraph 12.B to respond to such notice and to indicate to Exide whether the United States agrees to the settlement offer made by Exide for the Additional Site. If the United States does not agree with Exide, the parties agree to engage in a period of informal negotiation not to exceed sixty (60) days to try to reach agreement to resolve Exide's potential liability for the Additional Site. In the event the parties cannot reach agreement, the parties shall engage in a sixty (60) day period of formal negotiation, which may include mediation in accordance with Paragraph 30 (Mediation Procedures), below, if requested in writing by either party, regarding settlement of Exide's potential liability for the Additional Site. In the event the parties cannot reach agreement on a settlement of Exide's potential liability for an Additional Site, the United States' decision not to enter into a settlement shall not be subject to judicial review. Nothing in this Paragraph 12.B shall affect the Debtors' obligations under Paragraph 29 of this Settlement Agreement.

13. In the event any claim is resolved or adjudicated pursuant to Paragraph 12.A or 12.B, above, by settlement or judgment to a determined amount (the "Determined Amount"),

Exide shall satisfy such claim within thirty (30) days after the date on which the settlement or judgment is final and effective by providing the holder of the claim the "Distribution Amount." The Distribution Amount shall be 15 percent (15%) of the Determined Amount. The Distribution Amount shall be paid in cash pursuant to instructions provided by the United States at the time of any settlement or judgment.

14. The terms of Paragraphs 12 and 13 of this Settlement Agreement shall apply to, be binding on, and inure to the benefit of any successor or assign of Exide to the extent that and only to the extent that the alleged liability of the successor or assign for an Additional Site is based solely on its status as and in its capacity of a successor or assign of Exide.

IX. TREATMENT OF ALLOWED CLAIMS

15. All Allowed Claims under Paragraphs 4 and 5 of this Settlement Agreement, regardless of the holder of such Claims: (A) will receive the same treatment provided under the Joint Plan, without discrimination, as other Allowed Claims against the same debtor with all attendant rights provided by the Bankruptcy Code and other applicable law; and (B) will not be entitled to any priority in distribution. In no event shall the Allowed Claims allowed under this Settlement Agreement be subordinated to any other Allowed Claims pursuant to any provision of the Bankruptcy Code or another applicable law that authorizes or provides for subordination of allowed Claims, including without limitation Sections 105, 510, and 726(a)(4) of the Bankruptcy Code.

16. The Claims allowed in this Settlement Agreement do not constitute, nor shall they be construed as, forfeitures, fines or penalties (or payments in lieu thereof), and nothing herein is intended or shall be construed, as an admission by Debtors of any facts (other than the fact of

payments made referred to in Paragraphs 4 and 5) or any violation of law. Notwithstanding the foregoing, Debtors agree to comply with all terms of this Settlement Agreement upon the Effective Date.

17. The parties have not assigned or transferred any claim, demand, cost, expense, liability, damage, action, cause of action, or portion thereof, or any other matter resolved herein, or any portion of any recovery or settlement to which one party might be entitled from another party, to any other person or entity. Notwithstanding any other provision of this Settlement Agreement, and except as provided under applicable law, there shall be no restrictions on the ability and right of the United States on behalf of EPA or NOAA to transfer or sell all or a portion of any securities distributed to them pursuant to the Joint Plan or to sell their right to all or a portion of any distributions under the Joint Plan to one or more third parties.

X. DISTRIBUTION INSTRUCTIONS

18. Distributions for the Allowed Claims of the United States for the Liquidated Sites pursuant to this Settlement Agreement shall be paid in the quarterly distribution immediately following the Effective Date of this Settlement Agreement, provided, however, that if the Effective Date of this Settlement Agreement is less than ten (10) days prior to the next regularly scheduled quarterly distribution date, then the distribution for the Allowed Claims for the Liquidated Sites shall be made in the next subsequent quarterly distribution. Such distributions shall be made to:

United States Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 97906
St. Louis, MO 63197-9000

Distributions for the Allowed Claims of the United States for the NRD Sites pursuant to this Settlement Agreement shall be paid in the quarterly distribution immediately following the Effective Date of this Settlement Agreement, provided, however, that if the Effective Date of this Settlement Agreement is less than ten (10) days prior to the next regularly scheduled quarterly distribution date, then the distribution for the Allowed Claims for the NRD Sites shall be made in the next subsequent quarterly distribution. Such distributions shall be made to NOAA/Department of Commerce, and shall be sent to:

NOAA/Department of Commerce
in care of:
Branden Blum
NOAA Office of General Counsel (GCNR)
1315 East West Highway, Suite 15107
Silver Spring, MD 20910

Copies of all distributions and related correspondence to the United States shall be sent to:

Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, DC 20044
Ref. DOJ File No. 90-11-2-07802

and to

Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW Mail Code 2272A
Washington, DC 20460
Ref: Exide Bankruptcy

and to:

Branden Blum
NOAA Office of General Counsel (GCNR)
1315 East West Highway, Suite 15107
Silver Spring, MD 20910
Ref: Exide Bankruptcy

19. Distributions received by EPA will either be deposited by EPA in site-specific special accounts within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with those sites, or be deposited into the EPA Hazardous Substance Superfund.

XI. COVENANTS NOT TO SUE AND RESERVATION OF RIGHTS

20. United States' Covenant Not To Sue. In consideration of all of the foregoing, including, without limitation, the payments and/or distributions that will be made and the Claims allowed pursuant to the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 7, 9, 11, 25 and 26 of this Settlement Agreement, the United States on behalf of EPA and NOAA covenants not to bring a civil action or take administrative action against the Debtors pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. § 9606 and 9607(a), and Section 7003 of RCRA, 42 U.S.C. § 6973, with respect to each of the Liquidated Sites and each of the NRD Sites. This covenant not to sue extends only to the Debtors and does not extend to any other person, except as provided in Paragraph 22 below.

21. This Settlement Agreement in no way impairs the scope and effect of the Debtors' discharge under Section 1141 of the Bankruptcy Code as to any third parties or as to any Claims that are not addressed by this Settlement Agreement.

22. Without in any way limiting the covenant not to sue (and the reservations thereto) set forth in Paragraph 20, above, such covenant not to sue shall also apply to any of the Debtors'

successors and assigns, officers, directors, employees, and trustees, and the agents and predecessors identified in Appendix C to this Settlement Agreement, but only to the extent that the alleged liability of the successor or assign, officer, director, employee, trustee, or identified agent or predecessor of any Debtor is based solely on its status as and in its capacity as a successor or assign, officer, director, employee, trustee, agent or predecessor of any Debtor. In the event that any successor or assign, officer, director, employee, trustee, or agent or predecessor identified in this Paragraph 22 of this Settlement Agreement, ever files any claim or cause of action against the United States related to any Liquidated Site or NRD Site then this covenant not to sue shall be null and void for that site with respect to the person or entity who files the claim or cause of action.

23. In the event that, after the Effective Date, an agent or predecessor of Exide asserts a suit, demand, or claim against Exide based on such agent's or predecessor's status and capacity as an agent or predecessor, including any claim for indemnification, contribution, reimbursement, strict liability or imputation, arising or resulting from the assertion or prosecution by the United States of any claim, demand, suit, or proceeding against such agent or predecessor, Exide shall notify the United States Department of Justice, EPA and NOAA at the addresses specified in Paragraph 31 of this Settlement Agreement. The purpose of the notice shall be: (1) to advise the United States of the suit, demand, or claim made by the agent or predecessor; (2) to allow Exide to explain to the United States why the Covenant Not To Sue in Paragraph 20 of this Settlement Agreement should be extended to the predecessor or agent; and (3) to allow the United States time to determine, in its non-reviewable discretion, whether the United States' Covenant Not To Sue contained in Paragraph 20 of this Settlement Agreement should be extended to the agent or

predecessor that has asserted a suit, demand, or claim against Exide. The United States shall have sixty (60) days from the date of receipt of the notice required by this Paragraph 23 to respond to such notice and to indicate to Exide whether the United States agrees with Exide that the United States' Covenant Not To Sue should be extended to the agent or predecessor. If the United States does not agree with Exide, the parties agree to engage in a period of informal negotiation not to exceed twenty (20) days to try to reach agreement on whether the Covenant Not To Sue should be extended to the agent or predecessor. In the event the parties cannot reach agreement, the parties shall engage in a sixty (60) day period of formal negotiation, which may include mediation in accordance with Paragraph 30 (Mediation Procedures), below, if requested in writing by either party, regarding extension of the Covenant Not To Sue to an agent or predecessor of Exide. In the event the parties cannot reach agreement on Exide's request to extend the Covenant Not To Sue to any agent or predecessor, the United States' decision not to extend the Covenant Not To Sue to any agent or predecessor of Exide shall not be subject to judicial review.

24. The covenants not to sue contained in Paragraphs 20 and 22 of this Settlement Agreement extend only to the Debtors and the persons described in Paragraphs 20 and 22, above, and do not extend to any other person. Nothing in this Settlement Agreement is intended as a covenant not to sue or a release from liability for any person or entity other than the Debtors, the United States, and the persons described in Paragraph 22. The United States and the Debtors expressly reserve all claims, demands, and causes of action either judicial or administrative, past, present or future, in law or equity, which the United States or any of the Debtors may have

against all other persons, firms, corporations, entities, or predecessors of any of the Debtors for any matter arising at or relating in any manner to the sites or claims addressed herein.

25. Notwithstanding the foregoing, the covenants not to sue contained in this Settlement Agreement shall not apply to nor affect any action based on (i) a failure to meet a requirement of this Settlement Agreement; (ii) criminal liability; or (iii) matters reserved in Paragraph 11 above.

26. Nothing in this Settlement Agreement shall be deemed to limit the authority of the United States to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable law or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States pursuant to that authority. Nothing in this Settlement Agreement shall be deemed to limit the information gathering authority of the United States under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal or state law or regulation, or to excuse the Debtors from any disclosure or notification requirements imposed by CERCLA, RCRA, or any other applicable federal or state law or regulation.

27. Debtors' Covenant Not To Sue. The Debtors hereby covenant not to sue and agree not to assert or pursue any claims or causes of action against the United States with respect to the Liquidated Sites and the NRD Sites, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, or any other provision of law; any claim against the United States, including any department, agency or instrumentality of the United States, under

Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613 related to the Liquidated Sites or NRD Sites; or any claims arising out of response activities at the Liquidated Sites or NRD Sites. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, 40 C.F.R. § 300.700(d).

XII. CONTRIBUTION PROTECTION

28. With regard to all existing or future third-party actions or claims by responsible parties against the Debtors with respect to the Liquidated Sites and the NRD Sites, including claims for contribution in these or other proceedings and venues, the parties hereto agree, and by approving this Settlement Agreement the Bankruptcy Court finds, that this settlement constitutes a judicially approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Debtors and their successors or assigns, officers, directors, employees, trustees, or the agents or predecessors identified in Paragraph 22 of this Settlement Agreement, are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), or as may be otherwise provided by law, for matters addressed in this Settlement Agreement. The matters addressed in this Settlement Agreement are the past and future costs of response action for the Liquidated Sites and the claims for natural resource damages and past and future costs of assessment of natural resource damages for the NRD Sites. In the event that any successor or assign, officer, director, employee, trustee, or agent or predecessor identified in Paragraph 22 of this Settlement Agreement, ever files any claim or cause of action against the United States related to any Liquidated Site or NRD Site then the contribution protection provisions of this Paragraph 28 shall be null and void with respect to the person or entity who files the claim or cause of action

against the United States for that site. With respect to the Work Consent Decrees, nothing in this Settlement Agreement shall affect the contribution protection provisions of those Consent Decrees.

29. The Debtors each agree that with respect to any suit for contribution brought against any Debtor after the Effective Date for matters related to this Settlement Agreement, said Debtor shall notify the United States Department of Justice, EPA, and NOAA within thirty (30) calendar days of service of the complaint upon it. In addition, in connection with such suit, the Debtors shall notify the United States Department of Justice, EPA, and NOAA within fifteen (15) business days of service or receipt of any Motion for Summary Judgment and within fifteen (15) business days of receipt of any order from a court setting a case for trial. Failure to provide notice under this Paragraph shall not alter or affect any other provision of this Settlement Agreement.

XIII. MEDIATION PROCEDURES

30. In the event the parties engage in mediation pursuant to Paragraphs 12.B or 23 of this Settlement Agreement, the parties shall share equally in the costs of the mediator. Within twenty-one (21) days of a written request for mediation pursuant to Paragraph 12.B or 23 of this Settlement Agreement, each Party to the dispute to be mediated shall provide a list of five suggested mediators who shall have the qualifications of (a) demonstrated experience, (b) independence, (c) subject matter experience, and (d) lack of actual or apparent bias in general accordance with U.S. EPA guidance on the use of Alternative Dispute Resolution in Enforcement Cases. The Debtors who are parties to the dispute, and the United States shall, within fourteen (14) days after receipt of a list of mediators, strike those names to which they will

not agree. If necessary, additional names shall be submitted and considered, until a roster of at least two available mediators is agreed upon. The United States and the Debtors who are parties to the dispute shall expeditiously enter into a written contract with the selected mediator for the provision of required services, including fees, terms of payments, each party's share of costs, and a confidentiality agreement. The contract shall include the following provision on confidentiality:

The mediation, including any documents submitted to or prepared by the Mediator, and any statements made during that process are for settlement purposes only, are confidential, and shall be treated as compromise negotiations in accordance with the provisions of Rule 408 of the Federal Rules of Evidence. All information provided to the Mediator is confidential, provided however, that information which is otherwise admissible or discoverable or known or available to the United States or Exide Technologies shall not be rendered confidential, inadmissible or non-discoverable because of its use in the mediation process.

XIV. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Settlement Agreement, written notice is required to be given, or a report or other document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below via U.S. certified mail, return receipt requested, unless those individuals or their successors give notice of a change of address to the other parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Settlement Agreement, written notice as specified herein shall constitute complete satisfaction of any written notice requirement in the Settlement Agreement with respect to the United States, EPA, NOAA, and the Debtors, respectively. Notice may be made initially by electronic mail or by telefacsimile if an original letter is deposited in the U.S. certified mail on the same day.

As to the United States:

Assistant Attorney General
Environment & Natural Resources
Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Ref. DOJ File No. 90-11-2-07802
Telefax 202-616-6583
donna.duer@usdoj.gov

As to EPA:

Office of Enforcement and Compliance
Assurance
U.S. Environmental Protection Agency
401 M Street, S.W. - Mail Code 2272A
Washington, DC 20460
Ref: Exide Bankruptcy
Telefax 202-501-0269
gibbons.melissa@epa.gov

As to NOAA:

Branden Blum
NOAA Office of General Counsel (GCNR)
1315 East West Highway, Suite 15107
Silver Spring, MD 20910
Ref: Exide Bankruptcy
branden.s.blum@noaa.gov
Telefax 301-713-1229

As to the Debtors:

Robert L. Collings
Schnader Harrison Segal & Lewis LLP
1600 Market Street, Suite 3600
Philadelphia, PA 19103-7286
Telefax 215-751-2205
rcollings@schnader.com

with copies to:

Matthew N. Kleiman
Matthew N. Kleiman P.C.
2506 N. Clark Street, Suite 307
Chicago, IL 60614
Telefax 773-868-4844
mkleiman@mnkpc.com

and

Office of General Counsel
Exide Technologies
13000 Deerfield Parkway
Building 200
Milton, GA 30004
Telefax 678-566-9342
barbara.hatcher@exide.com

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

32. This Settlement Agreement shall be lodged with the Bankruptcy Court for a period not less than thirty (30) days for public notice and comment. Promptly after the conclusion of the public comment period, the United States will notify Debtors whether, following its review of the public comments received, the United States continues to consent to this Settlement Agreement and, if the United States so consents, it shall provide the Bankruptcy Court with copies of any comments received, as well as the United States' response to the comments. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Settlement Agreement disclose facts or considerations which indicate that the Settlement Agreement is not in the public interest.

33. This Settlement Agreement is subject to approval of the Bankruptcy Court under Bankruptcy Rule 9019, and shall be effective on the date such approval becomes final and unappealable.

34. If for any reason (i) the Settlement Agreement is withdrawn by the United States as provided in Paragraph 32 or (ii) the Settlement Agreement is not approved, (a) this Settlement Agreement shall be null and void and the parties shall not be bound hereunder or under any documents executed in connection herewith; (b) the parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith; (c) this Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value and it shall be as if they had never been executed; and (d) this Settlement Agreement, any statements made in connection with settlement discussions, and any documents prepared in connection herewith may not be used as evidence in any litigation between the parties.

35. The Debtors shall not take any action in the Chapter 11 Cases that is inconsistent with the terms and provisions of this Settlement Agreement.

XVI AMENDMENTS/INTEGRATION AND COUNTERPARTS

36. This Settlement Agreement and any other documents to be executed in connection herewith shall constitute the sole and complete agreement of the parties hereto with respect to the matters addressed herein. This Settlement Agreement may not be amended except by a writing signed by all parties to this Settlement Agreement.

37. This Settlement Agreement may be executed in counterparts each of which shall constitute an original and all of which shall constitute one and the same agreement.

38. Each undersigned representative of the Debtors to this Settlement Agreement and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter

into the terms and conditions of this Settlement Agreement and to execute and bind legally such Party to this document.

XVII. RETENTION OF JURISDICTION

39. Each of the parties hereby agrees that the forum for the adjudication of any disputes arising out of or related to the interpretation or enforcement of this Settlement Agreement shall be (a) the Bankruptcy Court, for so long as the chapter 11 cases are pending, or (b) any other court of competent jurisdiction with respect to the parties and matters to be adjudicated; provided, however, that with respect to any dispute regarding (i) the Determined Amount for an Additional Site, (ii) compliance with any of the Work Consent Decrees or Work Orders, or (iii) non-discharged claims or obligations for Debtor-Owned Sites, each of the Parties hereby agrees not to assert or initiate such dispute in the Bankruptcy Court.

40. The parties agree that each side shall bear its own attorneys fees and costs for negotiation of this settlement.

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE UNITED STATES OF AMERICA:


Date: 3/10/11



ROBERT G. DREHER
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

In re: Exide Technologies, et al. 02-11125(KJC)


Date: 3/15/11


DONNA D. DUER
Environmental Enforcement
Section
Environment and Natural
Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

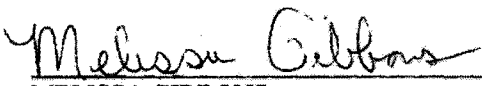
In re: Exide Technologies, et al. 02-11125(KJC)

ON BEHALF OF THE ENVIRONMENTAL PROTECTION AGENCY:

Date: 3/18/11


CYNTHIA GILES
Assistant Administrator
Office of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

Date: 3/18/11


MELISSA GIBBONS
Office of Enforcement and
Compliance Assurance
U.S. Environmental Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

In re: Exide Technologies, et al. 02-11125(KJC)

ON BEHALF OF THE DEBTORS:

EXIDE TECHNOLOGIES

Date: 2/17/11

Name: Paul S. Kelt

Title: SECRETARY

EXIDE ILLINOIS, INC.

Date: 2/17/11

Name: Paul S. Kelt

Title: SECRETARY

EXIDE DELAWARE, LLC

Date: 2/17/11

Name: Paul S. Kelt

Title: SECRETARY-EXIDE TECHNOLOGIES AS SOLE MEMBER

RBD LIQUIDATION, LLC

Date: 2/17/11

Name: Paul S. Kelt

Title: SECRETARY-EXIDE TECHNOLOGIES AS SOLE MEMBER

In re: Exide Technologies, et al. 02-11125(KJC)

ON BEHALF OF THE DEBTORS, continued:

DIXIE METALS COMPANY

Date: 2/17/11

Name: B. D. KUT

Title: SECRETARY

REFINED METALS CORPORATION

Date: 2/17/11

Name: B. D. KUT

Title: SECRETARY

In re: Exide Technologies, et al. 02-11125(KJC)

Appendix A to Settlement Agreement

"Work Consent Decrees" means the following:

1. Consent Decree entered by the United States District Court Eastern District of Pennsylvania in United States v. Terry L. Shaner, Susan Shaner, Terry L. Shaner, Jr. and General Battery Corp., Brown's Battery Superfund Site, Berks County, Pennsylvania, Civil Action No. 85-1372, on or about June 3, 1996
2. Consent Decree entered by the United States District Court for the Middle District of Pennsylvania in United States v. A-1 Battery, Inc., Tonolli Superfund Site, Nesquehoning Borough, Carbon County, Pennsylvania Civil Action No. 98-0363, on or about May 8, 1998
3. Consent Decree entered by the United States District Court for the District of New Jersey in United States v. C and D Technologies, Inc., et al., NL Pedricktown Superfund Site, Civil Action No. 99-52, on or about April 5, 1999
4. Consent Decree entered by the District Court for the Southern District of Illinois in United States v. NL Industries et al., NL Industries/Taracorp Superfund Site, Granite City, Illinois, Civil Action No. 91-00-578JLF, on or about March 18, 2003
5. Consent Decree entered by the District Court for the Northern District of Alabama in United States v. Alpert Iron & Metal Corp., et al., Interstate Lead Company Superfund Site, Leeds, Alabama, Civil Action No. CV-97-AR-0001-S, on or about April 22, 1997
6. Consent Decree entered by the District Court for the Northern District of Florida in United States v. Aaron Scrap, et al., Sapp Battery Superfund Site, Jackson County, Florida, Civil Action No. 5-92-cv-50244-LC, on or about March 10, 1993
7. Consent Decree entered by the United States District Court for the Southern District of Indiana in United States and Indiana Dept. of Environmental Management v. Refined Metals Corp., Beech Grove, Indiana, Civil Action No. IP902077C, on August 31, 1998

In re: Exide Technologies, et al. 02-11125(KJC)

Appendix B to Settlement Agreement

"Work Orders" means the following:

1. Administrative Order on Consent for Price Battery Superfund Site (Docket No. CERC-03-2007-116DC)
2. Administrative Order on Consent for ESB Superfund Site (Docket No. CER-04-2004-3752)
3. Administrative Order on Consent for Laureldale, (Docket No. RCRA-III-3-2000-002TH)

In re: Exide Technologies, et al. 02-11125(KJC)

Appendix C to Settlement Agreement

Predecessors/Subsidiaries

Batteries West, Inc.
Batronics, Inc.
Bowers Battery
DETA U.S.A., Inc.
Dixie Metals Company
ECA Inc.
EC Acquisition
EH International, LLC
ETX Technologies, Inc.
Evanite Fiber Corporation
Exide Automotive
Exide Corporation
EXIDE DELAWARE, LLC
Exide Export Corporation
EXIDE ILLINOIS, INC.
Exide International, Inc.
Exide Investments, Inc.
Exide Management and Technology Company
EXIDE U.S. FUNDING CORPORATION
GBC, Inc.
General Battery Corporation
GNB Batteries Inc.
GNB Battery Technologies Inc.
GNB Battery Technologies Japan, Inc.
GNB Incorporated
GNB Industrial Batteries Company
GNB Industrial Battery Company
GNB Technologies Inc.
Ingalls Power Products
Pacific Dunlop GNB Corporation
Power Battery Corporation
RBD LIQUIDATION, LLC
Refined Metals Corporation
Reignbeaux, Ltd.
Royal Battery Distributors, LLC
Royal Leasing Enterprises, Inc.
Schuylkill Holdings, Inc.

In re: Exide Technologies, et al. 02-11125(KJC)

Appendix C to Settlement Agreement

Schuylkill Metals, Inc.
Speedclip Manufacturing Corporation
States Batteries of San Francisco, Inc.
States Batteries, Inc. (Oregon corporation)
States Batteries, Inc. (Washington corporation)
States Batteries, Inc. (California corporation)
Sure Start
Vitalic Battery
Willard Battery Company
Willard Battery Co.